

TOWN OF SCITUATE, MASSACHUSETTS

REQUEST FOR PROPOSALS

Economic Development Consulting Services



August 2014

Town of Scituate

LEGAL NOTICE

REQUEST FOR PROPOSALS

ECONOMIC DEVELOPMENT CONSULTING SERVICES

The Town of Scituate, acting through its Chief Procurement Officer/Town Administrator, is requesting proposals from qualified individuals or firms to provide economic development services to support the activities and programs of the Town's Economic Development Commission.

Copies of the Request for Proposal may be obtained from the Office of the Town Administrator Office beginning on Tuesday, August 12, 2014. Hours are 8:30 a.m. - 4:45 p.m. Monday, Wednesday, Thursday, and 8:30 a.m.-7:30 p.m. Tuesday, or 8:30 a.m.-11:45 a.m. Friday, or by calling the office at 781-545-8741 or by downloading this document from www.scituatema.gov. The proposal deadline is Friday, August 29, 2014 at 9:00 a.m.

The Chief Procurement Officer will review all proposals in accordance with Massachusetts General Law c. 30B, and final selection will be based on an evaluation and analysis by the Town's Economic Development Commission of the information and materials required under this RFP. The contract will be awarded to the proposer who best meets the minimum evaluation criteria, submits the required documents, has the demonstrated experience and resources to fulfill the contract and best meets the comparative criteria.

The Town of Scituate is an Equal Opportunity Employer and supports Women and Minority Owned Business Enterprises.

Patricia A. Vinchesi
Chief Procurement Officer/Town Administrator
600 Chief Justice Cushing Highway
Scituate, MA 02066
781-545-8741

TOWN OF SCITUATE MASSACHUSETTS

600 Chief Justice Cushing Highway
Scituate, MA 02066

REQUEST FOR PROPOSALS ECONOMIC DEVELOPMENT CONSULTING SERVICES

Introduction	4
Scope/Plan of Services	5
Additional Requirements	6
Timeline	7
Proposal Content and Submission Requirements	7
Submission Criteria	8
Selection and Evaluation Process	8-9
Comparative Evaluation Criteria	9-10
Rule for Award	11
Questions and Inquiries	11
Tax Compliance and Non-Collusion Statements	12
Price Proposal Form	13
Independent Contractor Sample Contract	Attachment

1. INTRODUCTION

- 1.1 The Town of Scituate seeks proposals from qualified proposers to administer, implement and/or coordinate a variety of economic development related programs, services, activities and deliverables. The successful proposer will work closely with the Town of Scituate Economic Development Commission and town staff in the administration and completion of contract duties and responsibilities.
- 1.2 Sealed written proposals for Economic Development Consulting Services will be received at the Office of the Town Administrator until Friday, August 29, 2014 at 9:00 a.m. addressed to:

Town of Scituate
Patricia A. Vinchesi, Town Administrator
600 Chief Justice Cushing Highway
Scituate, MA 02066

Each envelope should contain two (2) sealed envelopes; one (1) for the price proposal and the other for all other material. The second envelope should not contain any reference to the proposal price. No electronic submissions are permitted.

1.3 Background

The Town of Scituate is a historic mid-sized seacoast community located equal distance between Boston and Plymouth. Scituate contains approximately 21 square miles of waterways, including five beaches, (Minot, Sand Hills, Egypt, Peggotty and Humarock), four rivers, the North and South Rivers, Herring River and Gulf River, and a large sheltered harbor. In the 375 years since its incorporation, it has evolved from a summer colony to a residential community with a population of 18,000. Ocean-related recreational activities make it a very desirable place for people to summer when the population increases to 30,000. The Town of Scituate operates with a five (5) member Board of Selectmen, a Town Administrator and Open Town Meeting form of government.

The Town has a robust business community in four major areas of the Town: Scituate Harbor, North Scituate, Greenbush and Humarock. The Town has a Chamber of Commerce, Scituate Merchants Association, Humarock Business Association and North Scituate Business Association.

In 2012 the Board of Selectmen reestablished the long dormant Economic Development Commission (EDC), approved a detailed mission and charge and appointed seven members. In a short period of time the EDC has conducted a survey of businesses on economic development needs, engaged our regional

planning agency to perform a three-phase study relative to market conditions and issues and challenges for economic development in the community, and provided recommendations for changes or progress making headway with current impediments. This year, the EDC has been provided with funding to implement many of the recommendations including funding to engage a consultant to coordinate and administer these new initiatives. The services required will end on June 30, 2015. The selected proposer will work independently in the completion of tasks and received functional supervision from the chair of the Economic Development Commission and/or Town Administrator as needed or warranted.

2. SCOPE/PLAN OF SERVICES

2.1 The selected proposer will fulfill the following Scope/Plan of Services for economic development for the Town through June 30, 2015:

- Identify, develop, manage and promote marketing activities and materials to promote existing businesses and tourism.
- Organize and attend meetings with businesses, residents, building owners, organizations, town officials and other relevant stakeholders in Scituate.
- Coordinate final phase of MAPC market study focusing on specific implementation strategies for increasing economic development in the community.
- Expand education of residents on the value of economic development.
- Write work scopes for consultants and other services, secure consulting services evaluate and supervise related work assignments.
- Create and maintain a database of businesses and properties.
- Maintain updated content on the EDC's webpage on the Town Website.
- Develop and maintain a marketing presence for the EDC on the Internet.
- Attend relevant public meetings.
- Identify funding opportunities and develop proposals to secure grants.
- Identify pro-bono and/or cross promotional marketing support opportunities.
- Other duties as assigned by the EDC or Town Administrator.

The successful proposer will be outfitted by education and demonstrable experience as evidence by prior successful projects/assignments to meet or exceed the Scope/Plan of Services above. The time requirement is not expected to exceed 500 hours per year.

3. ADDITIONAL REQUIREMENTS

- 3.1 Total price shall be a lump sum, paid no more frequently than quarterly, in arrears, and shall be all inclusive including travel, printing, telephone and any other outside expense. A separate hourly rate shall also be provided should the Town desire additional services beyond the contract.
- 3.2 The successful proposer will indemnify the Town of Scituate at the time of contract execution against any and all losses.
- 3.3 The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers compensation, property damage, and personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(Or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(Or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance as required by law

Coverage for all employees in accordance with Massachusetts General Laws

Prior to commencement of any work under any Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty (30) day notice of cancellation to the Town.

- 3.4 The successful proposer will be required to execute the Town of Scituate Independent Contractor Agreement (enclosed). There will be no amendments or exceptions to this contract.

TIMELINE

- 3.5 The successful proposer must be ready to commence project work within twenty one (21) calendar days of the contract award. No deviations from this schedule will be acceptable. While it is the Town's expectation to begin project work as soon as possible within the twenty-one (21) days, the Town reserves the right to extend the project start date within reason due to unforeseen circumstances.

4. PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS

- 4.1 Sealed, written proposals for Economic Development Services will be received until, Friday, August 29, 2014 at 9:00 a.m. and sent to the individual below. No electronic proposals will be accepted.

Town of Scituate
Patricia A. Vinchesi, Town Administrator
600 Chief Justice Cushing Highway
Scituate, MA 02066

- 4.2 The successful proposer should be prepared to begin work within twenty-one (21) days of the signing of the contract. The contract will run through June 30, 2015 and may be renewed for one year at the sole option of the Town. The contract may be terminated by the Town with thirty (30) days' notice.
- 4.3 MGL Chapter 30B Section 6 requires the separate submittal of price and non-price (technical) information. The technical proposal shall be submitted in a sealed envelope clearly labeled **RFP Economic Development Consulting Services, NON-PRICE Proposal**.
- 4.4 The cost proposal with Appendix A, Non-Collusion Form and Appendix B, Statement of State Tax Compliance shall be submitted in a separate sealed envelope labeled **RFP Economic Development Consulting Services, PRICE PROPOSAL**. Total price shall be a lump sum and shall be all inclusive including travel, printing, telephone and any other outside expense. A separate hourly rate shall also be provided should the Town desire additional services beyond the contract.
- 4.5 The Town reserves the right to reject any or all proposals in whole or in part or waive minor informalities or omissions, to make the award deemed to be in the best interests of the Town.
- 4.6 The Town will not be responsible for the premature opening of any proposal that is not properly identified.
- 4.7 Proposals that are incomplete, not properly endorsed or signed, or which are contrary to the instructions provided in this Request for Proposals may be rejected.

4.8 The Town of Scituate does not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, age, or handicapped status in its employment practices or procurement of good and services.

5. SUBMISSION CRITERIA

5.1 Proposers are required to submit one (1) original and two (2) copies of a “Non-Price Proposal” as described in 6.2 below and one (1) original sealed “Price Proposal” using the form attached to this document.

5.2 **Non-Price Proposal** – All Non-Price Proposals shall include:

- Name, Address and Telephone Number of Proposer;
- Name and Address of the primary contact person;
- A description of the general skills of proposer including a description of their familiarity with the Scope/Plan of Services required here and comparable experience in other communities/entities.
- Resume of the principal(s) who will work under this contract and the number of hours devoted to this project by each;
- A detailed Scope/Plan of Services plan with project timeline; clearly outlining proposers understanding of the work and responsibilities involved and ability to meet same.
- Information to allow the Town to evaluate the proposal based on each of the Comparative Evaluation Criteria; and
- A certificate of State Taxes and Certificate of Non-Collusion, using the forms attached to this Request for Proposals.

5.3 **Price proposal** - Proposers are required to submit one (1) signed “Price Proposal”. The PRICE PROPOSAL form shall be enclosed in a sealed envelope marked PRICE PROPOSAL.

5.4 No reference to the cost of the services provided under this contract should be included in any section of the Non-Price Proposal. Should this occur, the entire proposal will be rejected as a matter of law under Section 2 of Chapter 30B.

6. SELECTION AND EVALUATION PROCESS

6.1 The Economic Development Commission or a subcommittee thereof will review and rate all proposals received. Proposers who fail one or more categories under the Minimum Evaluation Criteria may be disqualified from further consideration. Proposers who submit proposals that meet all of the Minimum

Evaluation Criteria will be evaluated next on Comparative Evaluation Criteria. Results of the review will be forwarded to the Town Administrator for her further information and review.

7.2 Minimum Evaluation Criteria:

- 6.1.1 Proposer must have demonstrated prior work for at least three municipalities, chambers of commerce, or similar community business associations, providing economic development, branding and/or public outreach services.
- 6.1.2 A signed Non-Collusion Statement and a signed Statement of State Tax Compliance

COMPARATIVE EVALUATION CRITERIA

6.1.3 COMPARATIVE EVALUATION CRITERIA

6.1.4 EXPERIENCE

Highly Advantageous

Proposer has seven (7) or more years' experience in planning and implementing the Scope/Plan of Services for this contract.

Advantageous

Proposer has more than three (3) but less than seven (7) years' experience in planning and implementing the Scope/Plan of Services for this contract.

Not Advantageous

Proposer has less than three (3) years' experience in planning and implementing the Scope/Plan of Services for this contract.

6.1.5 SIMILAR PROJECTS

Highly Advantageous

Proposer has completed more than five (5) similar work contracts comparable to this project scope.

Advantageous

Proposer has more than three (3) but less than five (5) similar work contracts comparable to this project scope.

Not Advantageous

Proposer has completed two (2) or less similar contracts comparable to this project scope.

6.1.6 PLAN OF SERVICES

Highly Advantageous

Proposer has a well-defined and developed Plan of Services in response to this Request for Proposals and demonstrates a clear understandable implementation strategy.

Advantageous

Proposer has a sufficiently defined and developed Plan of Services in response to this Request for Proposals and demonstrates an adequate but not exceptional implementation strategy.

Not Advantageous

Proposer has an inadequately defined and developed Plan of Services in response to this Request for Proposals and demonstrates an undefined implementation strategy.

6.1.7 CAPABILITY

Highly Advantageous

Proposer clearly demonstrates he/she has the capability and experience not only to meet expectations but exceed them in accomplishing the defined Plan of Services.

Advantageous

Proposer demonstrates he/she has the capability and experience to meet expectations in accomplishing the defined Plan of Services.

Not Advantageous

Proposer does not demonstrate he/she has the capability to meet the expectations call for in the defined Plan of Services.

6.1.8 REFERENCES

Highly Advantageous (Excellent/Superior)

Proposer provides five (5) or more references that give the consultant an overall rating of “highly advantageous”.

Advantageous (Good/Positive)

Proposer provides more than three (3), but less than five (5) references whom give the consultant an overall rating of “advantageous”.

Not Advantageous (Less than Average/Unsatisfactory)

Proposer provides references and one (1) of whom rates the consultant as “not advantageous.”

6.2 RULE FOR AWARD

The contract will be awarded to the proposer who meets the minimum evaluation criteria, submits the required documents, has the demonstrated experience and resources to fulfill the contract and best meets the comparative evaluation criteria. The price proposal will be considered as part of the overall evaluation of the proposer. The selected proposer will be required to execute the Town's Standard Contract Form which is included as Exhibit A. There will be no exceptions to the Town's Standard Contract Form.

6.3 OTHER

- 6.3.1 The Town may make such investigations as the Town deems necessary and the proposer shall furnish to the Town all such information and data for this purpose as the Town may request.
- 6.3.2 The Town's decision or judgment on these matters will be final, conclusive and binding.
- 6.3.3 The contract will be awarded within forty-five (45) days after the proposal due date unless the time for the award is extended by mutual consent of the parties.
- 6.3.4 Proposals that are incomplete or obscure may be rejected, and proposals that contain erasures, alterations, or other irregularities of any kind, or in which errors occur, may be rejected as informal or improper.
- 6.3.5 The Town reserves the right to reject any or all proposals, waive minor omissions or informalities and make award as may be in the best interest of the Town

7. QUESTIONS AND INQUIRIES

- 7.1 Inquiries concerning any or all parts of this proposal must be made in writing to the person named below at least seven (7) days prior to the date the proposals are due but no later. All responses will be made in writing and all interested parties of record will receive a complete copy of questions and responses.

Send inquiries to:

Patricia A. Vinchesi
Town Administrator
600 Chief Justice Cushing Highway
Scituate, MA 02066
781-545-8742
pvinchesi@scituatema.gov

EXHIBIT B

TAX COMPLIANCE AND NON-COLLUSION STATEMENTS

Any person or corporation that fails to date, sign with original signature, and submit the following statements shall not be awarded this contract.

Certificate of Non-Collusion

The undersigned certified under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization entity, or group of individuals.

Name of Person Signing Proposal

Name of Business

Date

Statement of Tax Compliance

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Countersignature of Individual or

Corporate Name (mandatory)

By: Corporate Officer (mandatory)

Federal Identification No.

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

EXHIBIT C

TOWN OF SCITUATE

PRICE PROPOSAL FORM (separate sealed envelope)

Name of Proposer, _____ doing business at

Street Address

City/Town

State

Zip Code

Telephone Number

Contact Person

Proposer should submit one lump sum price for services and also quote an hourly rate.

Total price shall be lump sum and shall be all-inclusive including travel, printing and any other outside expense.

LUMP SUM PRICE THROUGH JUNE 30, 2015

AMOUNT _____

Hourly rate shall be all inclusive including travel, printing and any other outside expenses

HOURLY RATE THROUGH JUNE 30, 2015.

AMOUNT _____

Signature

Date

CONTRACT FOR THE PROCUREMENT
OF
GOODS AND SERVICES

Service:
Vendor:
Contract #:

2014



Town of Scituate, Massachusetts
600 Chief Justice Cushing Highway
Scituate, MA 02066
www.scituatema.gov

Town of Scituate
600 Chief Justice Cushing Highway

H: CONTRACT-STANDARD CONTRACT

AGREEMENT

The following provisions shall constitute an Agreement between the Town of Scituate, acting by and through its Town Administrator and/or Board of Selectmen, hereinafter referred to as "Town", and _____ with an address of _____, hereinafter referred to as "Contractor", effective as of the ____ day of 2014. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work in accordance with the specifications contained in _____ - Scope of Services: Request for Proposal: _____ and Contractor's response to said proposal dated _____

ARTICLE 2: TIME OF PERFORMANCE:

The contractor term to complete all work and services for three years beginning _____ and ending _____. If completion is not achieved by said date, the Contractor shall be liable to the Town for liquidated damages in the amount of _____ per calendar day.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above, the contract sum of _____ in accordance with the provisions of the specifications, or as set forth in an attachment hereto in _____ the price proposal.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement herein:

1. This Agreement.
 2. Amendments or other changes mutually agreed upon between the parties.
 3. All attachments to the Agreement.
- In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, Or criminal activity with any funds provided by this Agreement.
4. The contract may be terminated for convenience by the Town.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Scituate, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work and/or service being performed or to be performed by the Contractor, its employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Scituate for damage to its property caused by the contractor, its employees, agents, subcontractors or materials. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The contractor shall be obligated to provide services hereunder, only to the extent that said funds are available.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Finance Director/Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers compensation, property damage, and personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability: \$1,000,000 per occurrence

Property Damage Liability \$1,000,000 per occurrence

(Or combined single limit) \$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability: \$1,000,000 per occurrence

Property Damage Liability \$1,000,000 per occurrence

(Or combined single limit) \$1,000,000 per occurrence

Workers’ Compensation Insurance as required by law

Coverage for all employees in accordance with Massachusetts General Laws

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN of SCITUATE

By _____

Printed Name and Title

Awarding Authority Authorization:

By its Town Administrator, Patricia A. Vinchesi

And/or by its Board of Selectmen:

TOWN OF SCITUATE

Department Authorization:

Department Acct # for Appropriation

By its Department Head

Procurement Compliance:

By its Procurement Manager

Certification as to Availability of Funds:

By its Finance Director/Town Accountant

ACKNOWLEDGMENT OF RECEIPT OF CONFLICT OF INTEREST LAW

Introduction to the Conflict of Interest Law for the Private Sector

The conflict of interest law, G. L. c. 268A, is one of several laws that govern your dealings with public officials and employees. Below are some of the general rules that you must follow. You could face civil and criminal penalties if you take a prohibited action. Many aspects of the law are complicated and there are often exemptions to the general rules. We encourage you to seek legal advice from the Commission regarding how the law would apply to you in a particular situation.

- **Bribery:** You may not offer or give anything to a public official in exchange for that official agreeing to perform or not perform an official act. This prohibition applies to *all* offers and gifts, regardless of their value. You also may not give, offer or promise anything to a public employee (or prospective public employee) with the intent to influence an official act, or to persuade the employee to commit, collude in or allow a fraud. (G. L. c. 268A , § 2)
- **Registered Executive and Legislative Agents:** If your job involves interaction with the state Legislature, the Executive Branch, or independent authorities, you should contact the Secretary of State's Office regarding whether you are required to register as an Executive or Legislative Agent. Registered Agents may not give *anything* to a public official or policy-making public employee, or to an immediate family member of a public official or policy-making public employee. This prohibition applies to meals, drinks, entertainment, and all other types of offers or gifts, regardless of their value. (G.L. c. 3, § 43)
- **Gifts and Gratuities:** Even if you are *not* a Registered Agent, you may not give a public official or *any* public employee anything "of substantial value" for or because of the official's duties. (G. L. c. 268A, § 3(a).)
 - Gifts that are worth \$50 or more are considered to be of "substantial value" and are therefore prohibited.
 - This restriction applies to meals, drinks, entertainment, discounts, free educational conferences, waived event admission costs, travel reimbursements, gifts of appreciation, retirement presents, and all other forms of gratuities that are given to public officials. Honoraria for speeches may be given to state legislators, but *not* to appointed officials or employees.

- If more than one gift is given to a public employee, the value of all gratuities may be aggregated to reach the "substantial value" threshold. The value of gifts given to immediate family members of a public employee may, in certain circumstances, be attributed to the public employee.
- "Standing offers" (e.g., "call me anytime you want to go to a game") are almost always considered to be of "substantial value", even if the cost of a single event is less than \$50, because the public employee could accept the offer more than once.
- You *may* generally pay for travel and limited other expenses incurred by a public employee in connection with a "legitimate speaking engagement". Contact the Commission for more information about this exemption.
- You *may* pay for travel, meals and other costs for state Executive Branch employees who utilize the "Travel and Participation in Training Sessions Where Private Entities Provide Financing" process described in 801 CMR 7.00. Note that this process requires advance approval by the state employee's Agency Head and Cabinet Secretary.
- **Hiring Public Employees:** Except in rare instances, you may *not* pay or otherwise compensate a public employee in connection with any matter that is "of direct and substantial interest" to their public employer. (G. L. c. 268A, §§ 4(b), 11(b) and 17(b).)

Types of matters that are considered "of direct and substantial interest" to the Commonwealth (or, in the case of a county or municipal employee, the relevant public employer) include: any matter pending before, under the official jurisdiction of, or involving action by an agency, board, commission or department of the public employer; any effort to change regulations, policies or procedures; and any contract, court case, or other legal matter to which the public employer is a party.

- You *may* pay "special" state, county and municipal employees in connection with matters of interest to their public employers, if they have not personally participated in the matters, the matters are not under their official jurisdiction and not pending in their agency if they serve on more than 60 days a year. Also, special exemptions apply to state legislators; contact the Commission for more information.

- **Hiring Former Public Employees:** Former public employees and their business partners may *never* accept money or other forms of compensation in connection with matters in which they participated as public employees. Also, even if they did not personally participate in the matters, there is a one year "cooling-off" period before former public officials may personally appear before government agencies in connection with matters that had been under their official responsibility. (G. L. c. 268A, §§ 5, 12 and 18.)
- Special prohibitions apply to former state employees who worked on privatization contracts; contact the Commission for more information.

ACKNOWLEDGMENT OF RECEIPT

I, a vendor for Town of Scituate, hereby acknowledge that I received a copy of the summary of the conflict of interest law for the private sector
on _____ .

(Date)

Vendors should complete the acknowledgment of receipt and return it to the individual who provided them with a copy of the summary.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X

Form **W-9** (Rev. 8-2013)